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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ERYN WHITE, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

ADVANCED HOME HEALTH, INC.,
California Corporation; ADVANCED
HOMES HEALTH HOSPICE, INC. a
California Corporation; ADVANCED HOME
HEALTH NORTHBAY, INC. a California
Corporation; ADVANCED HOME HEALTH
SAN DIEGO, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 34-2021-00295374

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: June 28, 2022
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Taley
Dept.: 25

Action Filed: February 26, 2021
Trial Date: None Set

1 The motion of Plaintiff Eryn White (“Plaintiff”) for an order finally approving the Class
2 Action Settlement Agreement (“Agreement”) with Defendants Advanced Home Health, Inc.,
3 Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced
4 Home Health San Diego, Inc. (collectively “Defendants”) attorneys’ fees and costs, service
5 payment, and the fees of the Settlement Administrator duly came on for hearing on June 28, 2022
6 before the Honorable Jill H. Taley.

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8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Sacramento, and over all Parties to this litigation,
15 including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of Three Million One Hundred
18 Forty Thousand Dollars (\$3,140,000) and the terms set forth in the Agreement are fair, reasonable,
19 and adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On February 24, 2022, the Court granted preliminary approval of the Settlement.
- 28

1 At this same time, the Court approved conditional certification of the Class for settlement
2 purposes only.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
5 by first class mail to members of the Class at their last known addresses on or about March 24,
6 2022. Mailing of the Class Notice to their last known addresses was the best notice option under
7 the circumstances and was reasonably calculated to communicate actual notice of the litigation
8 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
9 accurately informed the Class Members of all material elements of the proposed Settlement and of
10 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
11 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
12 State of California, the United States Constitution, due process and other applicable law. The
13 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
14 instructions and a variety of means to obtain additional information.

15 7. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was May 9, 2022. There was an adequate interval between mailing of the Class Notice
17 and the response deadline to permit Class Members to choose what to do and act on their decision.
18 A full opportunity has been afforded to the Class Members to participate in this hearing, and all
19 Class Members and other persons wishing to be heard have been heard. Class Members also have
20 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
21 Accordingly, the Court determines that all Class Members who did not timely and properly submit
22 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Francis J. Ortman III, a respected and experienced
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mediator of wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. One (1) request for exclusion was received.

e. The participation rate was high. 642 Class Members will be mailed a settlement payment, representing 99.84% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of \$1,046,666 for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$17,930.65 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of

1 the risks and burdens undertaken by the Plaintiff in the litigation, for his time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for his execution of a general
3 release.

4 **Settlement Administration Expenses**

5 13. The Settlement Administrator shall calculate and administer the payment to be
6 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Payment,
8 issue any required tax reporting forms, calculate withholdings and perform the other remaining
9 duties set forth in the Agreement. The Settlement Administrator has documented \$10,950 in fees
10 and expenses, and this amount is reasonable in light of the work performed by the Settlement
11 Administrator.

12 **PAGA Payment**

13 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
14 Amount of \$75,000, which shall be allocated \$56,250 to the LWDA as the LWDA's 75% share of
15 the settlement of civil penalties paid pursuant to the PAGA and \$18,750 to be distributed to the
16 Aggrieved Employees based on their respective weeks worked during the PAGA Period. The
17 Aggrieved Employees are all individuals who are or previously were employed by Defendants in
18 California and who were classified as non-exempt employees at any time during the PAGA
19 Period, which is February 26, 2020 to August 18, 2021. The Court finds this PAGA Payment to
20 be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will
21 be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt
22 out of the Settlement.

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24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendants in California
4 and who were classified as non-exempt employees at any time during the Class
Period (February 26, 2017 to August 18, 2021).

5 2. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There was only
7 one (1) valid request for exclusion, which was by Sandra Kim Laurich.

8 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class.

10 4. Class Counsel are awarded attorneys' fees in the amount of \$1,046,666 and costs in
11 the amount of \$17,930.65. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendants, Plaintiff or members of the Class.

13 5. The payment of the Class Representative Service Payment in the amount of
14 \$10,000 to the Plaintiff is approved.

15 6. The payment of \$10,950 to the Settlement Administrator for their fees and
16 expenses is approved.

17 7. The PAGA Payment of \$75,000 is approved and shall be allocated in accordance
18 with the Agreement.

19 8. The Agreement and this Settlement are not an admission by Defendants, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
22 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
23 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
24 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
25 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
26 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
27 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
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1 these restrictions, Defendants may file in the Action or in any other proceeding this Final
2 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
3 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or the Released PAGA Claims.

6 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 10. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

18
19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiff, and all members of the Class, shall take nothing in the Action.

22 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
23 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
24 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
25 arising from or in connection with the distribution of settlement benefits.

26 3. The Parties are authorized, without further approval from the Court, to agree to and
27 to adopt such amendments, modifications and expansions of the Agreement and all exhibits

1 attached thereto which are consistent with this Final Approval Order and Judgment and as
2 approved by the Court.

3 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 5. As of the Effective Date, each Class Member who has not validly opted out has
6 released the "Released Class Claims" against the Defendant as set forth in the Agreement.
7 "Released Class Claims" means any and all causes of action alleged in the operative complaint, or
8 that could have been alleged based upon the facts alleged in the operative complaint, which arose
9 during the Class Period, and expressly excluding all other claims, including claims for wrongful
10 termination, unemployment insurance, disability, social security, and workers' compensation, and
11 claims outside of the Class Period.

12 6. As of the Effective Date, Defendant shall receive a release from the State of
13 California of all PAGA claims pled in the operative complaint, or could have been pled based on
14 the factual allegations contained in the operative complaint and the PAGA letters sent by Plaintiff
15 to the LWDA that occurred during the PAGA Period ("Released PAGA Claims"). The Released
16 PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude
17 any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be
18 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
19 a request for an exclusion from the Class.

20 7. As of the Effective Date, Plaintiff generally, releases and discharges the Released
21 Parties from all claims arising from his employment by Defendants ("Plaintiff's Released
22 Claims") as set forth fully in the Agreement.

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HON. JILL H. TALEY
28 JUDGE, SUPERIOR COURT OF CALIFORNIA